



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

February 09, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

17 FEBRUARY 9, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**RANDOLPH STREET, PHASE I ROADWAY IMPROVEMENT PROJECT  
CITY OF HUNTINGTON PARK-COUNTY OF LOS ANGELES  
REQUEST FOR JURISDICTION AND APPROVAL OF COOPERATIVE AGREEMENT  
(SUPERVISORIAL DISTRICT 1)  
(4 VOTES)**

### **SUBJECT**

This action is to approve the resolution declaring Randolph Street from Wilmington Avenue to Rita Avenue to be a part of the County System of Highways and to approve the cooperative agreement between the City of Huntington Park and the County of Los Angeles to delegate responsibilities and finance the design and construction of the Randolph Street, Phase I Roadway Improvement project.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the resolution declaring Randolph Street from Wilmington Avenue to Rita Avenue, which is within the City of Huntington Park, to be a part of the County System of Highways.
3. Approve and instruct the Chair of the Board of Supervisors to sign the cooperative agreement between the City of Huntington Park and the County of Los Angeles to delegate responsibilities and finance the design and construction of roadway improvements to Randolph Street, from Holmes Avenue to Pacific Boulevard.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is for the County of Los Angeles (County) to obtain jurisdiction of Randolph Street from Wilmington Avenue to Rita Avenue, located in the City of Huntington Park (City), and for your Board to approve a cooperative agreement with the City to delegate responsibilities and finance the design and construction of Phase I of the roadway improvements to Randolph Street, from Holmes Avenue to Pacific Boulevard (Project). The cooperative agreement provides for the County of Los Angeles to perform the preliminary engineering and administer the construction of the project and further provides that the City of Huntington Park and the County of Los Angeles finance their respective jurisdictional shares of the project cost. The total project cost is estimated to be \$1,932,900, with the City of Huntington Park's share estimated to be \$1,743,000 and the County of Los Angeles' share estimated to be \$189,900.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). By improving the subject roadway, residents of the City and nearby unincorporated County communities who travel on Randolph Street will benefit and their quality of life will be improved.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$1,932,900, with the City's share estimated to be \$1,743,000 and the County's share estimated to be \$189,900. County funding for the Project is included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2009-10 Road Fund Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed resolution and cooperative agreement have been approved as to form by County Counsel, and the cooperative agreement has been executed by the City.

Sections 1700-1702 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, declare any highway in the county lying in whole or in part within a city to be a county highway for certain purposes, including improvement. The governing body of the affected city may consent to the relevant portion of the highway within its jurisdiction being included as a part of the county highway system. Thereafter, the board of supervisors of the county may acquire right of way, construct, maintain, improve, or repair such highway in the same manner as other county highways. The proposed improvements are needed and of general County interest.

Sections 1685 and 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code.

The enclosed cooperative agreement provides for the County to perform the preliminary engineering and administer the construction of the Project and the City and County to finance their respective

jurisdictional share of the Project cost. The City's actual payment will be based upon a final accounting after completion of the project.

The jurisdiction will be relinquished by separate Board action after completion of the project.

### **ENVIRONMENTAL DOCUMENTATION**

The Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Appendix G, Class 1(x), Subsections 2, 9, 14, and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the operation, repair, maintenance, and minor alteration of existing streets, highways, gutters, and sidewalks.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed improvements on Randolph Street are needed and of general County interest and will enhance motorist and pedestrian safety.

### **CONCLUSION**

Please return one adopted copy of this letter, two certified copies of the Resolution, and two adopted copies of the cooperative agreement marked CITY ORIGINAL to the Department of Public Works, Programs Development Division. The cooperative agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:SA:dg

Enclosures

c: Chief Executive Office (Lari Sheehan)  
County Counsel  
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF HUNTINGTON PARK, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to resurface the deteriorated roadway pavement on Randolph Street from Holmes Avenue to Pacific Boulevard including reconstruction of curb, gutter, sidewalk, and driveway approaches; and the construction of bus pads and wheelchair ramps (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform, or cause to be performed, the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, CITY and COUNTY are both willing to finance their respective shares of COST OF PROJECT for those portions of PROJECT within their JURISDICTION (as defined herein below); and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Nine Hundred Thirty-two Thousand Nine Hundred and 00/100 Dollars (\$1,932,900.00) with CITY'S share estimated at One Million Seven Hundred Forty-three Thousand and 00/100 Dollars (\$1,743,000.00) and COUNTY'S share estimated at One Hundred Eighty-nine Thousand Nine Hundred and 00/100 Dollars (\$189,900.00); and

WHEREAS, CITY proposes to finance a portion of its jurisdictional share of COST OF PROJECT by utilizing its available credit of One Million Five Hundred Nineteen Thousand Forty-four and 00/100 Dollars (\$1,519,044.00) of Federal Surface Transportation Program-Local (STP-L) funds previously assigned to COUNTY and providing Two Hundred Twenty-three Thousand Nine Hundred Fifty-six and 00/100 Dollars (\$223,956.00) to COUNTY for the remaining amount of the CITY share; and

WHEREAS, COUNTY is willing to apply the CITY'S available credit of One Million Five Hundred Nineteen Thousand Forty-four and 00/100 Dollars (\$1,519,044.00) in STP-L funds previously assigned to the COUNTY towards the CITY'S jurisdictional share of COST OF PROJECT; and



NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The COST OF PROJECT, as referred to in this AGREEMENT, shall include the COST OF PRELIMINARY ENGINEERING and COST OF CONSTRUCTION CONTRACT, and contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The COST OF PRELIMINARY ENGINEERING, as referred to above, shall include the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The COST OF CONSTRUCTION CONTRACT, as referred to above, shall include the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT currently estimated at One Million Seven Hundred Forty-three Thousand and 00/100 Dollars (\$1,743,000.00), pursuant to paragraph (4) a., below, the actual amount of which is to be determined by a final accounting of PROJECT costs.
- b. To authorize COUNTY to use the CITY'S available credit of One Million Five Hundred Nineteen Thousand Forty-four and 00/100 Dollars (\$1,519,044.00) of Federal STP-L funds previously assigned to COUNTY

per Agreement No. 76859 and Agreement No. 74619 to finance a portion of CITY'S share of COST OF PROJECT.

- c. To deposit with the COUNTY upon demand additional CITY funds in the amount of Two Hundred Twenty-three Thousand Nine Hundred Fifty-six and 00/100 Dollars (\$223,956.00) to finance the remaining portion of CITY'S share of COST OF PROJECT, described in paragraph (2) a., above.
- d. Upon request from COUNTY'S Board of Supervisors, to consent to COUNTY'S request for jurisdiction of Randolph Street from Wilmington Avenue to Pacific Boulevard as part of the County System of Highways for the limited purpose of performing roadway resurfacing and other improvements.
- e. To grant to COUNTY, at no cost to COUNTY, any temporary or permanent right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction of PROJECT. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over to utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- g. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract; and in all things necessary and proper to complete PROJECT.
- h. To be financially responsible for disposal and/or mitigation measures if necessary should any soil or groundwater contamination be encountered during construction of project within CITY'S JURISDICTION.
- i. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.



(3) COUNTY AGREES:

- a. To perform, or cause to be performed, the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S share of COST OF PROJECT currently estimated at One Hundred Eighty-nine Thousand Nine Hundred and 00/100 Dollars (\$189,900.00), pursuant to paragraph (4) a., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- c. To apply CITY'S available credit of One Million Five Hundred Nineteen Thousand Forty-four and 00/100 Dollars (\$1,519,044.00) STP-L funds previously assigned to COUNTY to finance a portion of CITY'S share of COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT including an itemization of actual unit costs and actual quantities for COST OF PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition, and at COUNTY expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S share of COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION

shall be borne by COUNTY. Such costs constitute COUNTY'S share of COST OF PROJECT.

- b. If at final accounting, CITY'S share of COST OF PROJECT exceeds CITY'S available credit and deposit, as set forth in paragraph (2) b. and (2) c., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said credit and deposit, COUNTY shall credit the difference to CITY'S available STP-L funds within thirty (30) days of the date COUNTY furnished CITY with the final accounting.
- c. That if CITY'S payment, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- d. That if CITY'S payment, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- e. CITY shall review the final accounting invoice for COST OF PROJECT prepared by COUNTY and delivered to CITY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of delivery to CITY of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- f. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.



- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- h. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Patrick Fu  
City Engineer  
City of Huntington Park  
6650 Miles Avenue  
Huntington Park, CA 90255

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant

[illegible]

- Page 7 of 8



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF HUNTINGTON PARK on December 7, 2009, and by the COUNTY OF LOS ANGELES on February 9, 2010.



COUNTY OF LOS ANGELES

By Gloria Molina  
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By [Signature]  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By Carole Suzuki  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

77232

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

17 FEB 09 2010

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

CITY OF HUNTINGTON PARK

By [Signature]  
Mayor

ATTEST:

By Rosanna Ray  
City Clerk

APPROVED AS TO FORM:

By [Signature]  
City Attorney



**RESOLUTION DECLARING RANDOLPH STREET FROM WILMINGTON AVENUE  
TO RITA AVENUE, WHICH IS WITHIN THE CITY OF HUNTINGTON PARK, TO BE A  
PART OF THE COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, by reason of its location and travel thereon, Randolph Street from Wilmington Avenue to Rita Avenue, which is within the City of Huntington Park, in the County of Los Angeles, State of California, should be a part of the County System of Highways for the limited purpose of performing roadway resurfacing and other roadway improvements.

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon provided the consent of the governing body of the City shall first be given by means of adopting the attached resolution by the City Council of the City of Huntington Park, California, consenting to the establishment of Randolph Street from Wilmington Avenue to Rita Avenue, within said City, as part of the County System of Highways;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that Randolph Street from Wilmington Avenue to Rita Avenue, which is within the City of Huntington Park, is hereby declared to be a part of the System of Highways of said County as provided in Sections 1700 and 1702 inclusive of the Streets and Highways Code of the State of California for the purpose of authorizing construction of the aforementioned work.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the County agrees:

- a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned street, within the City of Huntington Park, existing prior to the start of roadway construction by the County or following the completion and field acceptance of said construction.
- b) That the work to be performed by the County shall not include roadway maintenance activities on Randolph Street from Wilmington Avenue to Rita Avenue, which is within the City of Huntington Park, prior to the start of roadway construction by the County or following the completion and field acceptance of said construction.
- c) That the County of Los Angeles authorizes the Director of Public Works or her designee to assign to the City of Huntington Park all of its right, title, and interest in any unexpired portion of the one-year warranty granted to the County by the construction contractor performing the Road Work. This assignment is effective following completion of construction of the Road Work and upon field acceptance of said construction by the County.

The foregoing resolution was adopted on the 9<sup>th</sup> day of February, 2010, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By [Signature]  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By Cecile Suzuki  
Deputy

P:\pdpub\City\Cities-Uninc Areas\Gateway Cities\Hpk\Randolph St Phase 1 County Res.doc